

(c) Lessee shall ensure that neither Lessee's access hereunder nor its use of any equipment in connection therewith shall impair or interfere with the quality of any audio, video or data signals cablecast by Lessor, any of its other lessees, or other authorized users.

8. Reservation of Rights. All rights not specifically granted to Lessee under this Agreement are reserved to Lessor for its sole and exclusive use, and are exercisable by Lessor in its sole discretion.

9. Term. Unless sooner terminated pursuant to Section 17 of this Agreement, the term of this Agreement shall commence on _____, and shall terminate on _____.

10. Compensation. Lessee agrees to pay \$ _____ per _____, payable on _____ of each _____. All payments under this Agreement shall be made no less than 20 days in advance of the time period with respect to which the payment relates. Lessor may change the lease rate at any time or from time to time upon thirty days' notice to Lessee. Notwithstanding the foregoing, Lessor may immediately change the lease rate if Lessee changes the content of its programming to a category of programming for which Lessor has established a different rate. Without prejudice to any of Lessor's rights under the terms of this Agreement, or at common law or equity, Lessor may terminate this Agreement or Lessee's access at any time if Lessee fails to make any payment required hereunder when due.

11. Authorizations.

(a) Lessee shall obtain, at its own expense, any local, state or federal permits, licenses or other authorizations required for the transmission of its program material in the System, including without limitation all necessary arrangements with copyright holders, sponsors, music licensing organizations (including obtaining any and all music performance rights for all performances through to the subscribers), performers' representatives and all other appropriate persons or entities to transmit its program material on the System, which arrangements shall include, without limitation, compliance with all applicable charitable solicitation registration requirements.

(b) Lessee shall promptly make available to Lessor, upon request, copies of any authorizations required by this Section 10.

12. Subscriber Information. Lessee, without Lessor's prior written consent, (i) shall not use or disclose information (whether personally identifiable information or not) to any third party regarding Lessor's or any of its affiliates' cable television subscribers; and (ii) shall not engage in any direct mailing or telephone solicitation, for any purpose, to cable television subscribers of Lessor or any of its affiliates.

13. Warranties of Lessee. Lessee represents and warrants as follows:

(a) Lessee has the right and authority to enter into this Agreement and to perform its obligations hereunder. The person executing this Agreement on behalf of Lessee has been authorized to do so by Lessee. The obligations created by this Agreement, insofar as they purport to be binding on Lessee, constitute legal, valid and binding obligations of Lessee enforceable in accordance with their terms. Lessee is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

(b) Neither Lessee's programming nor any promotional materials used by Lessee will infringe any copyrights (including, without limitation, synchronization rights and music performance rights), rights of privacy, patent, use and distribution rights, rights to the use of any trademark, trade name, service mark, or any other property right or other right whatsoever of any person or entity.

(c) Lessee will comply, and its programming complies and will comply, with all provisions of Lessor's franchises applicable to Lessee and with all present and future federal, state and local laws, rules, regulations, decisions, or administrative decrees (including without limitation those of the FCC).

(d) In accordance with Section 612 of the Communications Act of 1934, Lessee is unaffiliated with the System or its affiliates.

14. Warranties of Lessor. Lessor represents and warrants the following:

(a) Lessor has the right and authority to enter into this Agreement and to perform its obligations hereunder. The person executing this Agreement on behalf of Lessor has been authorized to do so by Lessor. The obligations created by this

Agreement, insofar as they purport to be binding on Lessor, constitute legal, valid and binding obligations of Lessor enforceable in accordance with their terms. Lessor is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

15. Indemnification.

(a) Lessee shall indemnify, defend and hold harmless Lessor, its affiliates, and each of their respective officers, directors, parents, subsidiaries, owners, partners, agents, shareholders and employees from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) or other injury or claim of injury arising, directly or indirectly, from or related to:

- i) Lessee's use of any cable television channel pursuant to this Agreement;
- ii) The exercise of Lessee's rights hereunder;
- iii) Failure of Lessee to comply with any of the requirements or covenants of this Agreement;
- iv) Breach by Lessee of any representation, warranty, covenant or other provision of this Agreement;
- v) Any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Lessee or Lessee's agents or employees) in connection with Lessee's programming or use of any of the channels of the System;
- vi) Any injury to any person (including without limitation Lessor's agents, employees, or invitees) or damage to Lessor's equipment or other assets, resulting from Lessee's use of any of the channel;
- vii) Any and all claims, including but not limited to bodily injury and property damage, arising from or in connection with the production or transmission of Lessee's programming, the performance of

- viii) the content of Lessee's programming and/or Lessor's use and delivery thereof;
- ix) the violation of the rights of any third party, including without limitation any claims based on alleged or proven libel, slander, defamation, invasion of privacy, wrongful publicity, misrepresentation, obscenity, indecency or other forms of speech, whether protected or not by the Constitution of the United States or any state; infringement of common law or statutory copyright, literary right or music performance or synchronization right; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations; and any other claim arising from the production, or insertion or transmission of Lessee's programming or any advertisements in connection therewith.

(b) Lessor shall give notice to Lessee within a reasonable time after receiving notice of any claim, event or condition giving rise to a claim of indemnification, but Lessee shall not be excused from any obligation to indemnify except to the extent that the failure to give notice prejudices the rights of Lessee. Lessor shall have the right to defend any claim by a third party with counsel of its own choosing (and to be indemnified for the reasonable fees and expenses of such counsel), but Lessee may participate in any such defense with its own counsel at its own expense. Lessor shall have the right to settle any such third party claim subject to the consent of Lessee, such consent not to be unreasonably withheld or delayed.

16. Insurance. Lessee, at Lessee's sole expense, shall obtain and keep in force, throughout the term hereof, with a reputable insurance company approved by Lessor and authorized to do business in the state in which the System is located, a policy of liability insurance insuring against all perils or hazards and any negligent, willful, intentional or other conduct of Lessee, and all other risks and liabilities reasonably associated with Lessee's obligations under this Agreement including, without limitation, full protection to Lessor from any consequences resulting from damage to Lessor's equipment caused by the attachment, utilization or malfunctioning of any equipment or devices supplied by Lessee or any violation by Lessee of any

applicable federal, state or local governmental rule, regulation or ordinance or the rights of any third party. The limits of coverage for any and all perils, hazards, negligent and willful conduct of Lessee, and risks mentioned above shall not be less than \$1,000,000.00 single-limit liability. In addition to Lessee, such insurance policy or form of indemnity also shall name Lessor as an additional insured. Prior to or contemporaneously with the execution of this Agreement, Lessee shall deliver to Lessor a certificate or other evidence of the maintenance of such insurance coverage. The certificate shall indicate that such insurance shall not be canceled or modified except upon the delivery of 30 days' prior written notice to Lessor. The certificate shall indicate coverage for the entire term of this Agreement or Lessee shall provide (and shall continue to provide) subsequent certificates of insurance so as to provide to Lessor evidence of continuous insurance coverage that satisfies the above requirements throughout the term of this Agreement.

17. Termination Upon Subscriber Request. Lessor may terminate reception of Lessee's programming by any subscriber of the System who requests such termination. Lessee shall pay all costs associated with such termination.

18. Termination.

(a) This Agreement may be terminated immediately in the event of any of the following:

- i) By either party in the event of any breach by the other of any provision of this Agreement (including without limitation any warranty or representation);
- ii) By either party if termination is required by a final order of any Court or governmental body or agency of competent jurisdiction;
- iii) By Lessor if the obligations of Lessor to lease channel space pursuant to Section 612 of the Communications Act of 1934 are repealed or are adjudged unconstitutional or otherwise invalid or unenforceable in a final, unstayed decision of any court of competent jurisdiction;
- iv) By Lessor if Lessor ceases to provide cable television service to the System or becomes precluded from serving the subscribers of the System because of the termination, revocation or expiration of any franchise,

license or other law, rule, regulation, authorization, contract or other document necessary for the operation of the System;

- v) By Lessor if Lessee's use of the channels would violate or would cause Lessor to violate any obligation of Lessor imposed by any contract or governmental authority, including without limitation, municipal, state, federal or administrative;
- vi) By either party if the use of the channel pursuant to this Agreement is precluded by lawful action of any state, federal or municipal authority, or if, in the reasonable judgment of Lessor, the renewal of its franchise or license would or could be endangered by the continuation or implementation of this Agreement;
- vii) By Lessor if Lessee should file, or should have filed against it, a petition in bankruptcy (voluntary or involuntary), or become insolvent, reorganized or make any assignment for the benefit of creditors, or make any arrangement or be subject to any other proceeding under the bankruptcy laws of the United States or the insolvency laws of any state; and
- viii) By either party upon thirty days' prior written notice to the other party.

(b) Upon any termination of this Agreement, Lessee promptly shall remove all of its equipment from the facilities of the System. If Lessee fails to remove its equipment, Lessor shall have the right to remove and to store, both at Lessee's expense, all of Lessee's equipment located on Lessor's premises. If Lessee does not claim any such equipment and pay Lessor's costs of removal and storage within 30 days after notice to Lessee, Lessor may sell such equipment at public or private sale, and may retain any costs of removal, storage and sale. Lessor agrees to indemnify and hold Lessor harmless from any and all liabilities, damages, losses, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) arising, directly or indirectly, from or related to Lessor's removal, storage or sale of Lessee's equipment pursuant to this Section.

19. Limitation of Liability. This Agreement shall create no rights in any party other than Lessee. If Lessor fails or is unable for any reason to perform any of its obligations

pursuant to this Agreement and as a result subscribers do not receive Lessee's programming or receive Lessee's programming at a technically unacceptable quality, Lessee's sole and exclusive remedy shall be a refund or credit for the amount of any lease payments attributable to the time period that Lessee's programming was not delivered. Subject to the foregoing, Lessor shall have no liability for any failure to deliver Lessee's programming, or for any acts, events, or conditions beyond Lessor's reasonable control. Lessor shall not be liable for, and shall make no guarantee, express or implied, regarding, the safety of equipment, tapes or other materials of Lessee in Lessor's possession. In the event of loss or damage of Lessee's equipment, tapes or materials, for which Lessor is adjudicated liable, Lessor's liability shall be limited to the replacement cost of equipment, unrecorded tape or unexposed film stock. Lessor shall have no responsibility or duty to prescreen or monitor Lessee's programming. Nothing contained in this Section 19 shall impose or imply any further obligation upon Lessor in addition to those obligations set forth herein.

20. Use of Company Name.

(a) Lessee is prohibited from using Lessor's name, service marks or trade names in Lessee's advertising or in any other manner or for any purpose without the prior written consent of Lessor, which consent may be withheld or delayed in Lessor's sole and absolute discretion.

(b) Lessee shall take all necessary measures to insure that there is no confusion between the programming offered by Lessee and the services offered by Lessor and no confusion concerning the absence of any legal relationship between Lessee and Lessor. Upon request by Lessor, any advertising or promotional material concerning Lessee or its programming which Lessee proposes to use shall be submitted to Lessor for its prior approval at least 20 days prior to the date Lessee proposes to use such material. If Lessor fails to notify Lessee of any objection to such material within such 20 day-period, then such material may be used by Lessee until such time as Lessor objects to the use of such material. Lessor retains the right to insert messages into Lessee's programming stating that Lessor is not responsible for Lessee's programming. Lessee's advertising and promotion materials concerning Lessee or its programming will set forth a separate telephone number, different from that of Lessor, for parties to call who desire information about Lessee's programming.

21. Miscellaneous.

(a) Notices. All notices and other communications provided for hereunder shall be in writing and shall be deemed to have been given three days after deposited for mailing by certified mail, return-receipt requested, postage prepaid, or upon receipt if sent by overnight courier, to the following addresses:

If to Lessor:

If to Lessee:

or to such other addresses as either party may designate to the other in writing.

(b) Assignability. Lessee shall not relinquish, sublease, assign, sell or otherwise transfer its rights and obligations under this Agreement to any other person or entity without the express prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Lessor may sell, assign or transfer this Agreement to any party without the consent of Lessee.

(c) Paragraph Headings. Paragraph headings are for ease and reference only and are not to be utilized to expand, limit or otherwise modify the terms of this Agreement.

(d) Legal Status. It is understood and agreed that: (i) no agency, employment, joint venture or partnership is created hereby or between the parties; (ii) the business to be operated by Lessee is separate and apart from any which may be operated by Lessor; (iii) Lessee is not an affiliate of Lessor; and (iv) no representation will be made by either party which would create an apparent agency, independent contractor or partnership relationship. Lessee shall have no power or authority to act for Lessor in any manner to create obligations or debts which would be binding upon Lessor. Lessor shall not be responsible for any act or omission of Lessee, or of Lessee's employees, agents, servants or invitees.

(e) Entire Agreement; Waiver. This document constitutes the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof. Except as provided for herein, this Agreement may not be altered except by an instrument in writing signed by all parties hereto. No warranties or representations have been made or relied upon by any party, except as set forth herein or in the attachments or schedules hereto. The failure of either party to enforce at any time, or for any period of time, any of the provisions hereof with respect to any breach or obligation of the other party, shall not be construed as a waiver of such provisions or any other provisions, nor shall such failure otherwise restrict the right of

such party to enforce each and every lawful provision of this Agreement.

(f) Force Majeure. In addition to Lessor's other rights of termination hereunder, Lessor's performance hereunder shall be excused by the occurrence of any of the following events or conditions, for the entire periods during which such events or conditions continue: prevention, delay or stoppage due to strikes, lockouts, picketing, boycotts, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, acts of God, flood, earthquake, tornado, hurricane, weather, mechanical or equipment failure, transportation lacks, energy shortages or other causes or occurrences beyond Lessor's reasonable ability to control. The occurrence of any event described above shall not cause the term of this Agreement to be extended.

(g) Late Payments. Lessee agrees to pay interest at the rate of 18% per annum (or the highest lawful rate, if lower) on any amounts that are not paid when due. Lessee further agrees to pay all reasonable attorneys fees and costs incurred in the collection of any such amounts.

(h) Condition Precedent. Lessor's obligations hereunder are conditioned upon the timely performance by Lessee of Lessee's obligations hereunder. The rights hereunder shall not extend to any areas now served or later served by cable television systems owned or operated by Lessor or its affiliates, whether connected physically, operationally or otherwise with the System.

ADDELPHIA
CABLE COMMUNICATIONS

REGIONAL OFFICE

May 9, 1996

Mr. Anthony Wright
Project Coordinator
Center for Media Education
1511 K Street, Suite 518
Washington, D.C. 20005

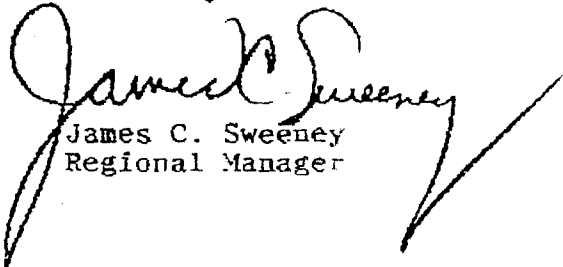
Dear Mr. Wright:

Thank you for your inquiry regarding leased access rates on our Plymouth, MA., system. Attached please find the fulltime and parttime rates you requested.

I have attached a sample leased access contract. Other additional rates associated with our system's technical support are dependent upon your needs, i.e., overtime hours, equipment, staffing, times of day, etc. Our Plymouth system set-aside capacity is 4 channels, and in all likelihood your leased access programs would appear on channel number 61.

I hope this information answers all of your questions, please feel free to call if you need further information.

Sincerely,


James C. Sweeney
Regional Manager

VIA FAX

91 INDUSTRIAL PARK ROAD, PLYMOUTH, MA 02360 • 508-747-3300 • FAX 508-747-0731

ADELPHIA CABLE IS AN EQUAL OPPORTUNITY EMPLOYER

Sample

CHANNEL LEASE AGREEMENT

This Agreement is entered into as of _____, by and between _____ ("Lessor"), and _____ ("Lessee").

RECITALS

A. Lessor operates a cable television system serving the community of _____ (the "System").

B. The Lessee desires to lease channel time on the System pursuant to Section 612 of the Communications Act of 1934 as amended by the Cable Act of 1992 and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Lessee and Lessor agree as follows:

AGREEMENT

1. Use of Channels. Lessor hereby leases to Lessee channel access on the System (initially on channel 13), whether in its current form or as compressed, modified, digitized, or altered, for the following periods of time: _____

2. Restrictions on Use. Lessee agrees to be solely responsible for its programming and agrees to utilize the channel time specified herein in accordance with the following:

- (a) Lessee shall utilize the channel in such a manner as to avoid all liability or claim of liability for tortious, negligent, criminal or other acts or omissions including, without limitation, defamation, indecency, obscenity, personal injury, property damage, invasion of privacy, wrongful publicity, violation of civil rights, infringement of copyright (including without limitation music performance rights for any and all performances through to subscribers) and unfair competition;
- (b) No program, production or presentation shall be transmitted unless all appropriate copyright clearances, licenses, or other necessary authorizations have been obtained (including, without limitation, music performance rights for any and all performances through to subscribers).
- (c) Lessee shall not permit any other person or entity, other than Lessor or Lessee's sponsors, to use the channel for any purpose without the prior written consent of Lessor, acting in its reasonable discretion.
- (d) Pursuant to Section 612(h) of the Communications Act of 1934 as amended by the Cable Act of 1992, Lessee's programming may be subject

to the review and approval of Lessor's franchising authorities.

- (e) No programming provided by Lessee will be obscene.

3. Regulatory Compliance. Lessee shall comply, and Lessee's programming complies and will continue to comply, in all respects, with all applicable federal, state, or local laws, regulations or decisions, as such laws, regulations, and decisions may be in effect, including without limitation:

- (a) The requirements of Part 76, subpart G of the Rules of the Federal Communications Commission ("FCC"), as the same may be from time to time amended, notwithstanding whether such rules are rescinded, superseded, or rendered void by judicial determination.
- (b) Any applicable federal, state or local law, regulation, rule or judicial or administrative decision relating to libel, slander, copyright, indecency, obscenity, incitement, privacy, and false and misleading advertising.

Upon Lessor's request, Lessee shall promptly furnish to Lessor all certifications, statements, records, or other information which may be necessary or reasonably useful to Lessor to comply with applicable law or to determine Lessee's compliance with this Agreement or in the preparation of any reports or other documents that Lessor may be required or requested to file with any federal, state or local governmental agency.

4. Control of Channels; Subscription Fees. Ownership, control and use of any and all cable television channels and the signal distribution capacity contained within the bandwidth of such channels at all times be and remain with Lessor; provided that such use does not materially interfere with the presentation of the principal audio and video portions of Lessee's programming on the channel assigned by Lessor. Lessee shall have no right to any particular channel or to any rights or priorities for further or future access to the System, and Lessor expressly reserves the right at any time and from time to time, upon 30 days' written notice to Lessee, to cablecast Lessee's programming on a different channel. Lessor may without limitation: (i) utilize any of the channels of its cable television systems for the transmission of any material; (ii) enter into agreements for the use of its channels by others; or (iii) make use of any of the channel(s) utilized by Lessee during any time when such channel(s) are not being programmed by Lessee. Lessee shall have no rights to or interest in any of such subscription fees, equipment fees or other fees or charges received by Lessor from any party, including without limitation the System's subscribers.

5. Disclaimer. The System shall have the right to cablecast a message at the beginning and end of Lessee's programming in a form substantially similar to the following:

"_____ is required by federal law to make this programming available to its customers. _____ is not affiliated with the programmer, and _____ is not responsible in any way for the content of the programming you are viewing."

6. Taxes. Lessee agrees to pay to Lessor, upon presentation of an invoice to Lessee, any excise, franchise, sales, copyright or royalty fees or taxes or any privilege taxes now or hereafter imposed or levied by any association, government or governmental agency upon Lessor by virtue of Lessee's use of the channel under this Agreement.

7. Technical Requirements.

(a) Subject to subparagraph (b) below, Lessee shall be responsible for supplying, at its cost, all facilities (including but not limited to personnel, equipment, licenses, electronics, and all other aspects of production) necessary to produce and deliver Lessee's programming in the form of a standard National Television Standards Committee (NTSC) composite television signal to the System's distribution or headend facilities. Lessee shall pay for and provide maintenance and repair for all such equipment supplied by Lessee, which equipment shall be of a type suitable for use in connection with this Agreement. Lessee acknowledges that Lessor's headends contain expensive and sophisticated equipment, and Lessee agrees to comply with all reasonable security procedures required by Lessor.

(b) The System shall provide the following technical assistance to Lessee:

Lessee shall compensate Lessor for the foregoing assistance as follows:

(c) Lessee shall ensure that neither Lessee's access hereunder nor its use of any equipment in connection therewith shall impair or interfere with the quality of any audio, video or data signals cablecast by Lessor, any of its other lessees, or other authorized users.

8. Reservation of Rights. All rights not specifically granted to Lessee under this Agreement are reserved to Lessor for its sole and exclusive use, and are exercisable by Lessor in its sole discretion.

9. Term. Unless sooner terminated pursuant to Section 17 of this Agreement, the term of this Agreement shall commence on _____, and shall terminate on _____.

10. Compensation. Lessee agrees to pay \$ _____ per _____, payable for _____. All payments under this Agreement shall be made no less than 20 days in advance of the time period with respect to which the payment relates, subject to the provisions of the Cable Act of 1992 and the rules and regulations of the FCC. Lessor may change the lease rate at any time or from time to time upon thirty days' notice to Lessee. Notwithstanding the foregoing, Lessor may immediately change the lease rate if Lessee changes the content of its programming to a category of programming for which Lessor has established a different rate. Without prejudice

to any of Lessor's rights under the terms of this Agreement, or at common law or equity, Lessor may terminate this Agreement or Lessee's access at any time if Lessee fails to make any payment required hereunder when due.

11. Authorization.

(a) Lessee shall obtain, at its own expense, any local, state or federal permits, licenses or other authorizations required for the transmission of its program material in the System, including without limitation all necessary arrangements with copyright holders, sponsors, music licensing organizations (including obtaining any and all music performance rights for all performances through to the subscribers), performers' representatives and all other appropriate persons or entities to transmit its program material on the System, which arrangements shall include, without limitation, compliance with all applicable charitable solicitation registration requirements.

(b) Lessee shall promptly make available to Lessor, upon request, copies of any authorizations required by this Section 10.

12. Subscriber Information. Lessee, without Lessor's prior written consent, (i) shall not use or disclose information (whether personally identifiable information or not) to any third party regarding Lessor's or any of its affiliates' cable television subscribers; and (ii) shall not engage in any direct mailing or telephone solicitation, for any purpose, to cable television subscribers of Lessor or any of its affiliates.

13. Warranties of Lessee. Lessee represents and warrants as follows:

(a) Lessee has the right and authority to enter into this Agreement and to perform its obligations hereunder. The person executing this Agreement on behalf of Lessee has been authorized to do so by Lessee. The obligations created by this Agreement, insofar as they purport to be binding obligations of Lessee enforceable in accordance with their term, Lessee is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

(b) Neither Lessee's programming nor any promotional materials used by Lessee will infringe any copyrights (including, without limitation, synchronization rights and music performance rights), rights of privacy, patent, use and distribution rights, rights to the use of any trademark, trade name, service mark, or any other property right or other right whatsoever of any person or entity.

(c) Lessee will comply, and its programming complies and will comply, with all provisions of Lessor's franchises applicable to Lessee and with all present and future federal, state and local laws, rules, regulations, decisions, or administrative decrees (including without limitation those of the FCC).

(d) In accordance with Section 612 of the Communications Act of 1934,

Lessee is unaffiliated with the System or its affiliates.

14. Warranties of Lessor. Lessor represents and warrants the following:

(a) Lessor has the right and authority to enter into this Agreement and to perform its obligations hereunder. The person executing this Agreement on behalf of Lessor has been authorized to do so by Lessor. The obligations created by this Agreement, insofar as they purport to be binding on Lessor, constitute legal, valid and binding obligations of Lessor enforceable in accordance with their terms. Lessor is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

15. Indemnification.

(a) Lessee shall indemnify, defend and hold harmless Lessor, its affiliates, and each of their respective officers, directors, parents, subsidiaries, owners, partners, agents, shareholders and employees from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) or other injury or claim of injury arising directly or indirectly from or related to:

- i) Lessee's use of any cable television channel pursuant to this Agreement;
- ii) The exercise of Lessee's rights hereunder;
- iii) Failure by Lessee to comply with any of the requirements or covenants of this Agreement;
- iv) Breach by Lessee of any representation, warranty, covenant or other provision of this Agreement;
- v) Any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Lessee or Lessee's agents or employees) in connection with Lessee's programming or use of any of the channel of the System;
- vi) Any injury to any person (including without limitation Lessor's agents, employees, or invitees) or damage to Lessor's equipment or other assets, resulting from Lessee's use of any of the channel;
- vii) Any and all claims, including but not limited to bodily injury and property damage, arising from or in connection with the production of transmission of Lessee's programming, the performance of this Agreement or the use of any of the channels by Lessee;

- viii) the content of Lessee's programming and/or Lessor's use and delivery thereof;
- ix) the violation of the rights of any third party, including without limitation any claims based on alleged or proven libel, slander, defamation, invasion of privacy, wrongful publicity, misrepresentation, obscenity, indecency or other forms of speech, whether protected or not by the Constitution of the United States or any state; infringement of common law or statutory copyright, literary right or music performance or synchronization right; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations; and any other claim arising from the production, or insertion or transmission of Lessee's programming or any advertisements in connection therewith.

(b) Lessor shall give notice to Lessee within a reasonable time after receiving notice of any claim, event or condition giving rise to a claim of indemnification, but Lessee shall not be excused from any obligation to indemnify except to the extent that the failure to give notice prejudices the rights of Lessee. Lessor shall have the right to defend any claim by a third party with counsel of its own choosing (and to be indemnified for the reasonable fees and expenses of such counsel), but Lessee may participate in any such defense with its own counsel at its own expense. Lessor shall have the right to settle any such third party claim subject to the consent of Lessee, such consent not to be unreasonably withheld or delayed.

16. Insurance. Lessee, at Lessee's sole expense, shall obtain and keep in force, throughout the term hereof, with a reputable insurance company approved by Lessor, which approval shall not be unreasonably withheld or delayed, and authorized to do business in the state in which the System is located, a policy of liability insurance insuring against all perils or hazards and any negligent, willful, intentional or other conduct of Lessee, and all other risks and liabilities reasonably associated with Lessee's obligations under this Agreement including, without limitation, full protection to Lessor from any consequences resulting from damage to Lessor's equipment caused by the attachment, utilization or malfunctioning of any equipment or devices supplied by Lessee or any violation by Lessee of any applicable federal, state or local governmental rule, regulation or ordinance or the rights of any third party. The limits of coverage for any and all perils, hazards, negligent and willful conduct of Lessee, and risks mentioned above shall not be less than \$1,000,000.00 single-limit liability. In addition to Lessee, such insurance policy or form of indemnity also shall name Lessor as an additional insured. Prior to the commencement date of this Agreement, Lessee shall deliver to Lessor a certificate or other evidence of the maintenance of such insurance coverage. The certificate shall indicate that such insurance shall not be canceled or modified except upon the delivery of 30 days' prior written notice to Lessor. The certificate shall indicate coverage for the entire term of this Agreement or Lessee shall provide (and shall continue to provide) subsequent certificates of insurance so as to provide to Lessor evidence of continuous insurance coverage that satisfies the above requirements throughout the term of this Agreement.

17. Termination Upon Subscriber Request. Lessor may terminate reception of Lessee's programming by any subscriber of the System who requests such termination.

18. Termination.

(a) This Agreement may be terminated immediately in the event of any of the following:

- i) By either party in the event of any breach by the other of any provision of this Agreement (including without limitation any warranty or representation);
- ii) By either party if termination is required by a final order of any Court or governmental body or agency of competent jurisdiction;
- iii) By Lessor if the obligations of Lessor to lease channel space pursuant to Section 612 of the Communications Act of 1934 are repealed or are adjudged unconstitutional or otherwise invalid or unenforceable in a final, unstayed decision of any court of competent jurisdiction;
- iv) By Lessor if Lessor ceases to provide cable television service to the System or becomes precluded from serving the subscribers of the System because of the termination, revocation or expiration of any franchise, license or other law, rule, regulation, authorization, contract or other document necessary for the operation of the System;
- v) By Lessor if Lessee's use of the channels would violate or would cease Lessor to violate any obligation of Lessor imposed by any contract or governmental authority, including without limitation, municipal, state, federal or administrative;
- vi) By either party if the use of the channel pursuant to this Agreement is precluded by lawful action of any state, federal or municipal authority, or if, in the reasonable judgment of Lessor, the renewal of its franchise or license would or could be endangered by the continuation or implementation of this Agreement;
- vii) By Lessor if Lessee should file, or should have filed against it, a petition in bankruptcy (voluntary or involuntary), or become insolvent, reorganized or make any assignment for the benefit of creditors, or make any arrangement or be subject to any other proceeding under the bankruptcy laws of the United States or the insolvency laws of any states; and

- viii) By either party upon thirty days' prior written notice to the other party, subject to the Cable Act of 1992 and the rules and regulations promulgated by the FCC.

(b) Upon any termination of this Agreement, Lessee promptly shall remove all of its equipment from the facilities of the System. If Lessee fails to remove its equipment, Lessor shall have the right to remove and to store, both at Lessee's expense, all of Lessee's equipment located on Lessor's premises. If Lessee does not claim any such equipment and pay Lessor's costs of removal and storage within 30 days after notice to Lessee, Lessor may sell such equipment at public or private sale, and may retain any costs of removal, storage and sale. Lessor agrees to indemnify and hold Lessor harmless from any and all liabilities, damages, losses, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) arising, directly or indirectly, from or related to Lessor's removal, storage or sale of Lessee's equipment pursuant to this Section.

19. Limitation of Liability. This Agreement shall create no rights in any party other than Lessee. If Lessor fails or is unable for any reason after using its best efforts to perform any of its obligations pursuant to this Agreement and as a result subscribers do not receive Lessee's programming or receive Lessee's programming at a technically unacceptable quality, Lessee's sole and exclusive remedy shall be a refund or credit for the amount of any lease payments, attributable to the time period that Lessee's programming was not delivered. Subject to the foregoing, Lessor shall have no liability for any failure to deliver Lessee's programming, or for any acts, events, or conditions beyond Lessor's reasonable control. Lessor shall not be liable for, and shall make no guarantee, express or implied, regarding, the safety of equipment, tapes or other materials of Lessee in Lessor's possession. In the event of loss or damage of Lessee's equipment, tapes or materials, for which Lessor is adjudicated liable, Lessor's liability shall be limited to the replacement cost of equipment, unrecorded tape or unexposed film stock. Lessor shall have no responsibility or duty to prescreen or monitor Lessee's programming. Nothing contained in this Section 19 shall impose or imply any further obligation upon Lessor in addition to those obligations set forth herein.

20. Use of Company Name.

(a) Lessee is prohibited from using Lessor's name, service marks or trade names in Lessee's advertising or in any other manner or for any purpose without the prior written consent of Lessor, which consent may be withheld or delayed in Lessor's sole and absolute discretion.

(b) Lessee shall take all necessary measures to insure that there is no confusion between the programming offered by Lessee and the services offered by Lessor and no confusion concerning the absence of any legal relationship between Lessee and Lessor. Upon request by Lessor, any advertising or promotional material concerning Lessee or its programming which Lessee proposes to use shall be submitted to Lessor for its prior approval at least 20 days prior to the date Lessee proposes to use such material. If Lessor fails to notify Lessee of any objection to such material within such 20-day period, then such material may be used by Lessee until such time

representations have been made or relied upon by any party, except as set forth herein or in the attachments or schedules hereto. The failure of either party to enforce at any time, or for any period of time, any of the provision hereof with respect to any breach or obligation of the other party, shall not be construed as a waiver of such provisions or any other provisions, nor shall such failure otherwise restrict the right of such party to enforce each and every lawful provision of this Agreement.

(f) Force Majeure. In addition to Lessor's other rights of termination hereunder, Lessor's performance hereunder shall be excused by the occurrence of any of the following events or conditions, for the entire periods during which such events or conditions continue: prevention, delay or stoppage due to strikes, lockouts, picketing, boycotts, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, acts of God, flood, earthquake, tornado, hurricane, weather, mechanical or equipment failure, transportation lacks, energy shortages or other causes or occurrence beyond Lessor's reasonable ability to control. The occurrence of any event described above shall not cause the term of this Agreement to be extended.

(g) Late Payments. Lessee agrees to pay interest at the rate of 18% per annum (or the highest lawful rate, if lower) on any amounts that are not paid when due. Lessee further agrees to pay all reasonable attorneys fees and costs incurred in the collection of any such amounts.

(h) Condition Precedent. Lessor's obligations hereunder are conditioned upon the timely performance by Lessee of Lessee's obligations hereunder. The rights hereunder shall not extend to any areas now served or later served by cable television systems owned or operated by Lessor or its affiliates, whether connected physically, operationally or otherwise with the System.

as Lessor objects to the use of such material. Lessor retains the right to insert message into Lessee's programming stating that Lessor is not responsible for Lessee's programming. Lessee's advertising and promotion materials concerning Lessee or its programming will set forth a separate telephone number, different from that of Lessor, for parties to call who desire information about Lessee's programming.

21. Miscellaneous.

(a) Notices. All notices and other communications provided for hereunder shall be in writing and shall be deemed to have been given three days after deposited for mailing by certified mail, return-receipt requested, postage prepaid, or upon receipt if sent by overnight courier, to the following addresses:

If to Lessor: _____

If to Lessee: _____

or to such other addresses as either party may designate to the other in writing.

(b) Assignability. Lessee shall not retransfer, sublease, assign, sell or otherwise transfer its rights and obligations under this agreement to any other person or entity without the express prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Lessor may sell, assign or transfer this Agreement to any party without the consent of Lessee.

(c) Paragraph Headings. Paragraph headings are for ease and reference only and are not to be utilized to expand, limit or otherwise modify the terms of this Agreement.

(d) Legal Status. It is understood and agreed that: (i) no agency, employment, joint venture or partnership is created hereby or between the parties; (ii) the business to be operated by Lessee is separate and apart from any which may be operated by Lessor; (iii) Lessee is not an affiliate of Lessor; and (iv) no representation will be made by either party which would create an apparent agency, independent contractor or partnership relationship. Lessee shall have no power or authority to act for Lessor in any manner to create obligations or debts which would be binding upon Lessor. Lessor shall not be responsible for any act or omission of Lessee, or of Lessee's employees, agents, servants or invitees.

(e) Entire Agreement; Waiver. This document constitutes the entire agreement between the parties and superseded all prior agreements and understandings concerning the subject matter hereof. Except as provided for herein, this Agreement may not be altered except by an instrument in writing signed by all parties hereto. No warranties or

ID:

MAY 10 '96 11:53 No.008 P.12

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first above written.

LESSEE

Name: _____

By: _____

Name: _____

Title: _____

LESSOR

Name: _____

By: _____

Name: _____

Title: _____

05/10/98 18:06



WARNER CABLE

Northeast Ohio Division
1655 Brittain Road
Akron, Ohio 44310
(216) 633-9203

May 9, 1996

Mr. Anthony Wright
Project Coordinator
1511 K Street, NW
Suite #518
Washington, DC 20005

Fax: (202) 628-2554

Dear Mr. Wright,

Please find enclosed the information you requested regarding leased access in our Youngstown system. Also, enclosed is a sample contract with terms and conditions outlined on the back.

I hope this information helps you. Please feel free to contact us again if we can be of further assistance to you.

Sincerely

Barbara A. Steill
Director, Advertising Sales

Enclosure

BS/gw

TIME WARNER ENTERTAINMENT CO., L.P.
DBA : WARNER CABLE

ANNOUNCEMENT AGREEMENT TERMS AND CONDITIONS

WARNER CABLE AND AGENCY/ADVERTISER HEREBY AGREE AS FOLLOWS:

- 1) **Exhibition of Announcements:** Subject to the provisions of this Agreement and in accordance with the provisions on the front hereof, Warner Cable will exhibit the Announcements during the Term over Warner Cable's cable television system or as arranged by Warner Cable on another cable system in the location(s) specified hereon. Warner Cable shall determine the scheduling of the Announcements, subject to the provisions on the front hereof.
- 2) **Materials:** Agency/Advertiser shall deliver to Warner Cable a 3/4" videotape cassette of any Announcement it desires to have exhibited at least three (3) working days before the intended exhibition thereof. Each such cassette shall conform to Warner Cable's technical, operating and other requirements.
- 3) **Payment:** Within ten (10) days after the date of any invoice from Warner Cable, Agency/Advertiser shall pay the Total Fee or any portion thereof specified in such invoices. The Total Fee stated and payable is net of agency commission unless otherwise specified herein. All fees for Announcements exhibited on cable systems other than Warner Cable as part of this Agreement shall be paid in full directly to Warner Cable. If this Agreement is with an Agency on behalf of an Advertiser, that person, partnership or corporation which authorized the Agency to contract on its behalf shall be directly liable for payment in the event Agency does not make full payment on the invoice. Warner Cable is not required to prove it was unable to collect from Agency, but may proceed against Advertiser and/or Agency after said ten days after invoice. In the event it becomes necessary for Warner Cable to engage legal counsel to collect payment, Agency and Advertiser agree to be liable for and to pay as part of the judgment all of Warner Cable's cost of recovery and collection before a lawsuit and at all Court levels, including but not limited to reasonable attorney's fees, court costs, all deposition recording and transcription expenses, and expert witness charges.
- 4) **Loss or Damage:** Warner Cable shall have no liability for loss or damage to any such cassette, except in the case of willful negligence. Warner Cable's liability is limited to the cost of the cassette itself and does not include production or any other costs or losses.
- 5) **Content of Announcement:** Warner Cable may reject any Announcement that Warner Cable or its affiliates may feel is unsuitable for exhibitors, that may not conform with its judgment as to good taste or with its policies, or that in Warner Cable's judgment may be offensive to its subscribers, suppliers, or other advertisers or to any governmental unit. In any such event, Agency/Advertiser shall promptly furnish Warner Cable with a substitute for such Announcement.
- 6) **Warranty and Indemnity:** Agency, on behalf of itself and Advertiser, and/or Advertiser warrants that it has the authorization and right to enter into and fully perform this contract and that the commercial announcement or the exhibition thereof shall violate any right of copyright or any third party. Agency and Advertiser shall at all times indemnify and hold Warner Cable and its affiliated companies harmless from any claim or action arising out of any breach of any representation, warranty or other provision herein and from any liability, claims or actions resulting from the exhibition of program and/or commercial material provided and/or contracted for by the Advertiser or Advertiser's Agency. Warner Cable shall be reimbursed its Attorney's Fees and Costs as set forth in Paragraph 3 hereof incurred because of any breach of this Agreement by Agency and/or Advertiser.
- 7) **Agency's/Advertiser's Termination Right:** Agency/Advertiser may, by so notifying Warner Cable in writing at least two (2) weeks in advance, terminate the Term, in which case the Total Fee will be prorated in accordance with approximate length of the Announcements exhibited during the Term.
- 8) **Failure to Exhibit:** If for any reason Warner Cable shall as of the end of the Term have failed to exhibit all Announcements as provided herein, such failure shall not be a breach hereof, but Warner Cable shall either make a refund to Agency/Advertiser based on a prorated reduction of the Total Fee or shall "make good" for such failure by exhibiting Announcements after the end of the Term. Neither the Advertiser nor Advertiser's Agency shall have any claim of any kind or nature against Warner Cable or its affiliated companies for Warner Cable's failure to cablecast commercial Announcements at any given time. Agency and Advertiser agree that the sole remedies for failure to cablecast a commercial Announcement for any reason is the cablecasting of the Announcement at another time or said prorata reduction in charges.
- 9) **Agency for Disclosed Principal:** All references herein to Agency shall mean Agency in its capacity as agent for Advertiser, except that Agency assumes the fiduciary duty to Warner Cable as its "Agent for collection" to the extent Agency collects from Advertiser on invoices for Announcements. However, the Agency's failure to collect from Advertiser shall not relieve the Agency of its obligation to pay the Total Fee due Warner Cable as stated herein, as Agency is a primary direct contracting party and the surety of payment for Advertiser. The terms and conditions of this Agreement apply whether the Announcement(s) are to be exhibited on the Warner Cable system or on another cable system.
- 10) **Non-Assignability:** Agency/Advertiser shall not assign its rights hereunder to any other person or entity (including but not limited to another entity that Agency/Advertiser may represent). Any such purported assignment shall be deemed void.
- 11) **Execution of Agreement:** By executing this Agreement on the front hereof, the parties hereby agree to all provisions specified on the front and back hereof. If this Agreement is endorsed directly by the Advertiser, rather than by Agency as agent for Advertiser, then all references herein to Agency shall be deemed references to Advertiser.



Contract #: _____

Account Executive: _____

Advertiser: _____

Agency: _____

Contact Person: _____ Phone: _____

Contact Person: _____ Phone: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

CHECK ONE: New ☐ Renew ☐ Revised ☐

START DATE _____ STOP DATE _____

Priority: _____

Co-Op: Yes No _____

Trade: Yes No _____

Billing Cycle: _____ regular _____ special

Length of spot: _____

Tape ID#: _____

Product Code: _____

Special Instructions: _____

Accepted for Warner Cable: _____ Date: _____

Accepted for Advertiser: _____ Date: _____

I have read and agree to Warner Cable Terms and Conditions.

Total spots _____

Gross Amount \$ _____

Agency Commission \$ _____

Net Amount \$ _____